

TRANSFER  
TAX  
PAID 43-291

## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Central Maine Power Company ("CMP"), a Maine corporation with a mailing address of 83 Edison Drive, Augusta, Maine 04336, for consideration paid, hereby conveys with quitclaims covenants, to the Kennebec Water District ("KWD") a Maine quasi-municipal corporation with a mailing address of 5 South Street, Waterville, Maine 04903-0356, the interests in property located near Western Avenue, Waterville, Kennebec County, Maine which were conveyed to CMP by First Hartford Corporation in all but the first paragraph of an "Assignment of Electric Energy Rights and Conveyance of Riparian Waterpower and Flowage Rights and Reversionary Interests" recorded in the Kennebec County Registry of Deeds in Book 2798, Page 145.

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Said interests were described in said Assignment as:

all of its right, title and interest in and to said lower privilege as defined in Memorandum of Triparty Agreement [dated August 21, 1923, by and among KWD, Wyandotte Worsted Company and CMP, recorded in the said Registry in Book 615, Page 71] and Supplemental Triparty Contract [dated January 15, 1924 by and between the same parties], all structures thereon, including the present dam, all piers, abutments and foundation, structures, walls and structural supports serving to dam the waters of the Messalonskee Stream in the City of Waterville, in the County of Kennebec, State of Maine (commonly known as and hereafter referred to as the "Automatic Project Dam") together with all its right, title and interest to all machinery, fixtures and apparatus therein, all waterpower there developed, mill privileges, easements of any kind, riparian rights, and flowage rights connected with said Automatic Project Dam.

Without limiting the generality of the foregoing grants and conveyances, particular reference is made to the following interest, rights and property that are hereby granted and conveyed by First Hartford Corporation.

1. The southeasterly half of the privilege on which the lower dam was located, as described in the Memorandum of Triparty Agreement, along with all of the structures and waterpower and flowage rights of whatever kind appurtenant thereto.
2. The perpetual right and easement to reconstruct, repair, replace, maintain, use and operate the present Automatic Project Dam at a total effective elevation including flashboards of 97.40 (Central Maine Power Company datum) and the perpetual right and easement to construct, erect, repair, replace and maintain, use and operate a new dam at or near the site of the Automatic Project Dam in renewal and replacement thereof; together with the right to continue to tie or retie said Automatic Project Dam or any newly constructed dam to the shore as necessary to maintain the ~~total effective height at said elevation 97.40~~
3. The perpetual right and easement to flow all riparian land as the same is or may be overflowed or flooded by means of the Automatic Project Dam at said elevation 97.40 or any dam constructed in replacement or renewal thereof.
4. All rights of every kind and nature to use, raise, lower, discharge or divert the waters of the Messalonskee stream as Central Maine Power Company may see fit in its uncontrolled discretion at any and all times.

5. The perpetual right and easement to enter upon the adjacent premises of the First Hartford Corporation, its successors and assigns with sufficient rights-of-way over the same for creating, operating, maintaining and repairing the Automatic Project Dam and all machinery, fixtures and apparatus therein.

6. The perpetual right and easement over the adjacent premises of the First Hartford Corporation, its successors and assigns, for the construction, maintenance, operation and repairing of transformers and transmission lines for the Automatic Project Dam.

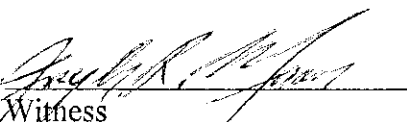
7. All interests, rights and property accruing to the First Hartford Corporation, its successors and assigns, at the termination or expiration of the Memorandum of Triparty Agreement constituting four-twenty seconds (4/22) ownership in common of the lower privilege with all structures thereon, including the Automatic Project Dam and all machinery, fixtures and apparatus therein and all waterpower there developed, all as described to be then in the name of Wyandotte Worsted Company in the paragraph numbered 10 on pages 9 and 10 of the Memorandum of Triparty Agreement.

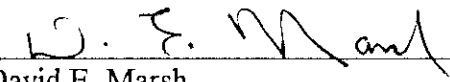
8. Any and all rights of every kind and nature which were in the name of Wyandotte Worsted Company its successors and assigns when the Memorandum of Triparty Agreement and the Supplemental Triparty Contract were executed and which are necessary and/or expedient to the perpetual enjoyment of the waterpower developed by the Automatic Project Dam.

CMP covenants and agrees that it will obtain the release of the interests herein conveyed from the lien of its General and Refunding Mortgage Indenture to the First National Bank of Boston, Trustee, dated April 15, 1976, and indentures supplemental thereto, on or before May 1, 1995.

IN WITNESS WHEREOF, CMP has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its duly authorized officer on March 29, 1995.

CENTRAL MAINE POWER COMPANY

  
Witness

By:   
David E. Marsh  
Vice President  
Corporate Services and Chief Financial Officer

STATE OF MAINE

Kennedec, ss.

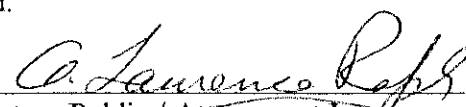
March 29, 1995

The above-named David E. Marsh, Vice President of Central Maine Power Company, personally appeared before me and acknowledged this instrument to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Corporation.

RECEIVED KENNEDEC SS. Company

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ATTEST:   
REGISTER OF DEEDS

  
Notary Public / Attorney at Law

2 A. LAURENCE RALPH